CARRIERS—TERMINATION OF RELATION—NOTICE TO CONSIGNOR.—ADLER V. WEIR, 96 N. Y. SUPP. 736.—Where an express company transported the goods to the consignee and tendered delivery to him, which the consignee refused to accept, its duty as carrier was performed, and although it failed to notify the consignor of the consignee's refusal to accept the goods, *held* that it was not liable for the subsequent loss of the goods by theft, in the absence of proof of negligence as a bailee.

This case seems to follow the general trend of modern decisions; *Kremer v. Southern Ex. Co.*, 46 Tenn. 356; and the rule is well settled where a railroad company is the common carrier, that no notice is required. *Gregg v. Ill. Cent. Ry. Co.*, 147 Ill. 550; *Merchant's Dispatch Trans. Co. v. Hallock*, 64 Ill. 284. But see *American Sugar Refining Co. v. McGhee*, 21 S. E. 383 (Ga.). This doctrine, however, has been held to have no application to the duties and applications of an express company where the undertaking is to deliver in person; *Baldwin v. Am. Ex. Co.*, 23 Ill. 197; and, it is the duty of such express company to notify the consignor of the goods, and when this is done, the company is relieved of its responsibility as a common carrier, but not before. *Am. Merchant's Union Ex. Co. v. Wolf*, 79 Ill. 430.

CARRIERS—TORTS OF SERVANT—DAMAGES.—SEABOARD AIR LINE RY. V. O'QUIN, 52 S. E. 427 (Ga.).—*Held*, where a common carrier undertakes, through its servants, to exercise its rights to eject from its cars passengers who have been guilty of disorderly conduct, it acts at its peril in determining their identity and the carrier will be liable for damages if one is ejected wrongfully notwithstanding the good faith of the servant.

Directly supporting the decision in the above case are *Higgins v. Watervliet Turnpike & Ry. Co.*, 46 N. Y. 23; *Cooley on Torts*, 631; *Coleman v. N. Y. & etc. R. R.*, 106 Mass. 160; *Cincinnati, &c., Ry. Co. v. Cole*, 29 Ohio, (N. S.) 126. A street railway company will be held liable for conductor's wrongful ejection of a passenger from the car under a mistaken idea that the latter was about to violate the rules of the company. *Denver Tran. Co. v. Reed*, 4 Colo. App. 500. So it is liable though conductor actually is forbidden to act as he did. *Turner v. North Beach & M. R. Co.*, 34 Cal. 594. Such acts of ejection are within the scope of his agency. *Terre Haute & I. R. Co. v. Fitzgerald*, 47 Ind. 791. The reasons for these decisions is well stated in *Passenger R. Co. v. Young*, 21 O. St. 518; *Goff v. Gt. Nor. Ry. Co.*, 30 L. J. Q. B. 148, states that since the masters must act through servants and they put persons of their own selection in positions requiring the exercise of discretionary authority and with the means of doing the injury, they have really caused it to be done and should be held liable. It is their misfortune that they have trusted servants who have ventured to disobey instructions, but it ought not also to be the misfortune of others who had no voice in their selection. Again by relegating the responsibility to the master it will tend to make the latter more careful in his selection of servants, thus safeguarding the interests of the passengers. The great weight of authority is in support of these cases, but some few cases hold to the contrary. So it has been held that the company is not liable when the servant exceeds his authority. *Hibbard v. N. Y. & E. R. Co.*, 15 N. Y. 455; *Ill. Cent. R. Co. v. Downey*, 18 Ill. 259.

COMMON CARRIERS—PASSENGERS.—BUSCH V. INTERBOROUGH RAPID TRANSIT CO., 96 N. Y. SUPP. 747.—*Held*, that one, by purchasing a ticket for transpor-